

A G R E E M E N T  
USE OF BASINS FOR GROUNDWATER RECHARGE

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THIS AGREEMENT, made and entered into this 22 day of January, 1991, by and between the FRESNO METROPOLITAN FLOOD CONTROL DISTRICT, a public corporation, hereinafter referred to as "District," and the CITY OF FRESNO, a public corporation, hereinafter referred to as "City";

W I T N E S S E T H :

WHEREAS, District and City have a continuing vital interest in matters pertaining to water resources in the Fresno-Clovis Metropolitan area; and

WHEREAS, the rapid depletion of the underground water supply within the water service area of the City is related to the total groundwater deficiencies of the Fresno-Clovis metropolitan area; and

WHEREAS, the parties desire to establish and maintain an effective and comprehensive community-wide groundwater recharge program designed to correct the above mentioned deficiency; and

WHEREAS, City has surface water entitlements that can be used for such purposes; and

WHEREAS, District has acquired and will continue to acquire land to be used primarily as stormwater reservoirs and retention basins, hereinafter referred to as "basins," for the disposal of storm and flood waters; and

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WHEREAS, the use of the basins for groundwater recharge purposes under certain specified terms and conditions will not interfere with their primary intended use by District; and

WHEREAS, District is an active participant in various groundwater recharge programs and is willing to receive into said basins such surface water as may be safely discharged therein for recharge into the underground by City, subject and subordinate to the stormwater uses of the basins; and

WHEREAS, the parties hereto are willing to enter into a cooperative program of such groundwater recharge activities;

NOW, THEREFORE, in consideration of the mutual benefits to be derived by each of the parties hereto, IT IS HEREBY AGREED as follows:

1. Use of Basins. City shall have the right, under the terms and conditions hereinafter specified, to discharge water for the purpose of groundwater recharge into those basins or portions thereof designated on the map attached hereto, marked Exhibit "A" and made a part hereof. By mutual consent, the parties hereto, acting through the District General Manager-Secretary and the City Director of Public Works, may from time-to-time modify and supplement said Exhibit "A" to add or delete basins or portions thereof for the purpose of groundwater recharge, and all of the terms and provisions hereof shall apply to such amendments and supplements.

2. Use of Specified Facilities in Conjunction with Use of Basins. In conjunction with the use by City of District basins, City shall have the right, under the terms and conditions specified herein, to utilize those District facilities designated on Exhibit "B" attached hereto and made a part hereof. By mutual consent, the parties hereto, acting through the General Manager-Secretary and Director of Public Works, may from time-to-time modify and supplement said Exhibit "B" to delete facilities as they become unavailable for the purpose of conveying waters for groundwater recharge, or to add facilities as they are developed or become available for conveying waters for groundwater recharge, and all of the terms and provisions hereof shall apply to such modifications and supplements.

3. Priority of Rights. City shall not use said basins and facilities in a manner that will interfere with the use thereof by District for the collection and disposal of storm and other waste waters and for all other purposes for which District was formed. The use of said basins by City shall at all times be subordinate to such use thereof by District. The District shall in its sole discretion determine the availability of the basins and facilities for use by City. Purposes for which the District may withhold the use of a basin by the City include but are not limited to:

- a) reservation capacity for storm water runoff storage;
- b) construction within the basin site including excavation and grading;

- c) maintenance of the basin;
- d) testing of soils and/or water within the basin.

4. Construction and Maintenance.

(a) City, at no expense to District, may construct and shall thereafter maintain and repair any connections or facilities constructed by City necessary to convey and discharge water for recharge into said basins. Such connections and facilities shall be constructed in accordance with plans and specifications approved in writing by District. District shall have no responsibility to maintain, repair, or reconstruct any such connections or facilities. Any such connections or facilities or personal property placed upon easements or property of the District by City shall remain the property of City and may be removed by City at its election provided that such property can be removed without damage to property of District.

(b) Should modification of basins or related improvements by City be necessary to accomplish the purposes of this Agreement, the expense of such installation and the maintenance thereof shall be the sole responsibility of City. Upon termination by the City of the use of such improvements or modifications, the City, at its sole expense shall restore the basins and related improvements of District to their former condition; provided, however, that by mutual consent, the parties may agree to permit the improvements or modifications to remain for future use by District.

5. Reimbursements. Should the District enter into any agreement for the use of its basins and facilities for recharge activities with more than one party after one or more such parties have expended funds for installation of improvements necessary to discharge surface waters into District facilities, any party or parties subsequently entering into such agreement shall pay a proportionate share of such total installation cost to District. Such installation costs shall be divided equally among the parties using such improvements, irrespective of the total discharges to be made by each party through such improvements. Upon receipt of such payments, District shall distribute such monies among the previous parties in accordance with the terms of this paragraph.

6. Damage to Basins and Facilities. In the event damage occurs to District basins or facilities as a result of City's use under this Agreement, City, at its sole expense, shall repair such damage as promptly as practicable. In the event the use of said basins and facilities by City causes aquatic growth or mosquito breeding problems, City, at its sole expense shall correct and eliminate such conditions as promptly as practicable.

7. Maintenance of Basins Used for Recharge. District shall perform all maintenance necessitated by the use of basins for recharge purposes. City agrees to pay the District a maintenance fee equaling \$1.25 per acre foot of water delivered for recharge. Such charges shall be computed based on the surface water delivery records maintained by the Fresno Irrigation District (FID), or by District where such records are not provided by FID. In no event

shall such maintenance fees paid by City be used for purposes other than recharge-related maintenance of basins identified in Exhibit "A". Said maintenance fee rate may be amended as necessary to reflect the costs to District of providing the recharge maintenance of basins required by this Agreement. District shall provide to City a 90 day advance notice of any change in the maintenance fee rate.

8. Maintenance Schedule. Basins used for recharge purposes shall be maintained once each year during the period from March 1 to November 30 so that the surface of the basins is in such condition as to permit the maximum recharge of surface waters into the underground.

9. Water. City may discharge water into said basins only at such times and in such amounts as specified in the schedule attached hereto as Exhibit "C" and made a part hereof. The scheduled discharges may be made pursuant to prior notice to and approval of the District General Manager-Secretary. District, acting through its General Manager-Secretary, shall have the right by written notice to modify said Exhibit "C". City shall not discharge any water into any District basin or facility that in the District's sole opinion is unacceptable, including without limitation, any water that has an offensive odor or that contains any waste materials or that might cause contamination or pollution problems under the rules and regulations of the Central Valley Regional Water Quality Control Board or the Health Department of the County of Fresno, or other regulatory authority.

10. Hold Harmless. District shall have no liability or responsibility for any damage or injury to persons or property that, without negligence on the part of District, result directly or indirectly from the discharge of water by City into District basins and facilities. Each party hereto shall indemnify and hold the other free of and harmless from any loss, cost, damage, or expense including reasonable attorneys' fees and costs, that may be caused to the other because of any injury or damage to persons or property arising from the negligence or fault of the indemnifying party in connection with the operation or use of any of the District basins and facilities.

11. Sale and Option. District shall have the right at any time to sell or otherwise dispose of any of the properties owned by it upon which a basin or facility is located.

12. Termination. This Agreement shall remain in effect until terminated by either party pursuant to the provisions of this paragraph. Either party may determine in its sole discretion that this Agreement conflicts with the then current responsibilities, programs or powers of said party, and may terminate this Agreement by giving two (2) years written notice to the other party. In the event that District shall determine that any basin or portion thereof subject to this Agreement is required for a public use that is incompatible with its recharge use by City, the District may terminate this Agreement as to such basin or facility upon giving sixty (60) days written notice to City.

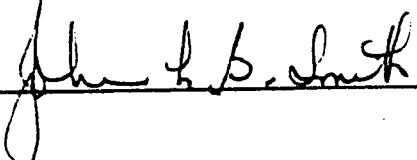
13. Notice. Any notice required under this Agreement to be given in writing may be served upon District by mailing the same by certified mail addressed to District at its principal office to the attention of its General Manager-Secretary. Any notice required to be given in writing under this Agreement may be served upon City by mailing the same by certified mail addressed to the City at its principal office, to the attention of the City Manager.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

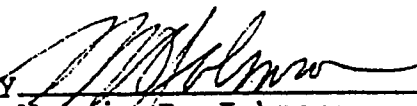
FRESNO METROPOLITAN FLOOD  
CONTROL DISTRICT  
5469 E. Olive Avenue  
Fresno, California 93727

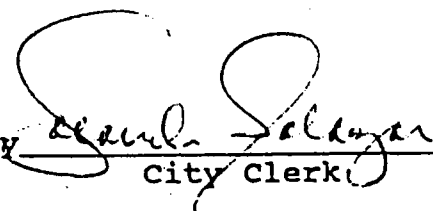
By   
Doug Harrison  
General Manager-Secretary  
"Flood Control District"

Approved as to Form:  
BAKER, MANOCK AND JENSEN  
Attorneys for the Flood  
Control District

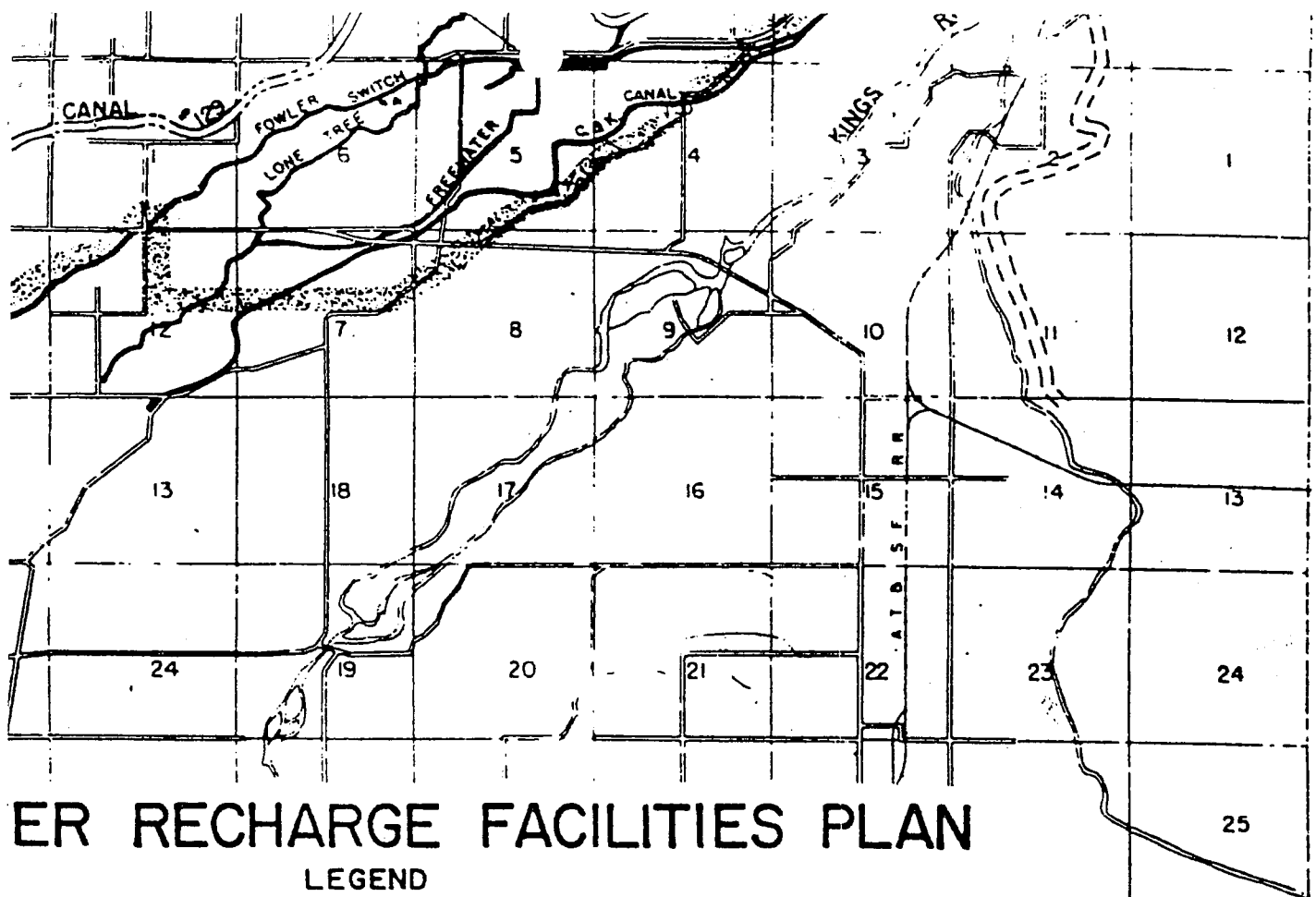
By   
John L. B. Smith

CITY OF FRESNO  
2326 Fresno Street  
Fresno, California 93721

By   
Marvin D. Johnson  
Public Works Director

By   
Sarah Salazar  
City Clerk

By \_\_\_\_\_  
Deputy



# EXHIBIT "A"

R.23 E.

UPDATED 4/15/87  
 UPDATED 6/18/87  
 UPDATED 7/13/88

SCHEDULE OF  
FACILITIES TO BE USED TO TRANSPORT  
IRRIGATION WATER TO RECHARGE BASINS

RAINAGE AREA	PIPELINE LOCATION	APPROXIMATE LIMITS	LENGTH	PIPELINE
A	None	FID Turnout in Basin Braley Canal	N/A	18"
K	Shaw Avenue	500' East to Basin	500'	42"
N	Escalon Avenue Easement	Enterprise-Holland Colony to Basin	300'	18"
O	Easement	Funch Ditch to Basin	1000'	16"
P	Cedar Avenue Easement	Helm Canal to Basin	650', 550' 1300', 700'	18", 36" 42", 48"
U	Peach Avenue/Dakota Ave.	Gould Canal to Basin		18"
CC	Clark Street	Dry Creek to Basin	200'	30", 54"
DD	None	FID Turnout in Basin Herndon Canal	N/A	N/A
EE	McKinley/Weber Avenues	Cole Ditch to Basin	1000', 2000'	54", 48"
FF	Thorne Ave/Kearney Blvd.	Fanning Ditch to Basin	2000'	24", 96"
GG	Chance Avenue Easement	Braley Canal to Basin	1000'	54"
II <sub>2</sub>	Orange Avenue	Braley Canal to Basin	2500'	54"
JJ	McKinley Avenue	Mill Ditch to Basin	100'	54"
KK	None	FID Turnout in Basin Fresno Colony	N/A	N/A
MM	Hughes/Ashlan Avenues	Herndon Canal to Basin	1500'	48"
OO	Florence Avenue	Braley Canal to Basin	100'	24"
TT	Channing/Teilman Avenues	Basin "OO" to Basin	1000'	24", 30", 48"
ZZ	Chandler Avenue/LaSierra	Dry Creek to Basin	100'	18"
AB	Marks/Benedict	Bullard Canal to Basin	1300'	48"
AC	Brawley/Palo Alto Easement	Bullard Canal to Basin	4500'	48", 42", 36"
AE	Easement	Ditch No. 514 to Basin	200'	18"
AF	None	FID Turnout in Basin B-Main	N/A	N/A
AH	Easement	Lisenby Ditch to Basin	600', 900' 1750'	30", 36" 42"
BO	Fordham/McKenzie/Fowler Avenues	Eisen Ditch to Basin	650', 1450' 900'	30", 42" 48"
BU	Clinton, Easement	Tarpey East to Basin	2700'	48"
CL	None	FID Turnout in Basin	N/A	N/A
CM		FID Turnout in Basin, Helm Canal		
CN	Fir Avenue	Enterprise/Holland Canal to Basin	800'	54"

SCHEDULE OF  
FACILITIES TO BE USED TO TRANSPORT  
IRRIGATION WATER TO RECHARGE BASINS

RAINAGE AREA	PIPELINE LOCATION	APPROXIMATE LIMITS	LENGTH	PIPELINE
CO-2	None	FID Turnout in Basin	N/A	N/A
CW	Nees Avenue/Cole Avenue	Forkner Ditch, Enterprise Canal to Basin	3000' 1000'	24", 30", 18", 24", 30", 48"
CX	Ninth Street/Omaha	Enterprise Canal to Basin	1350'	30", 36"
CY	Alluvial Avenue		1500', 1200'	30", 24"
DH	Ingram, Easement	Forkner Ditch to Basin	1600'	24"
EF	Cornelia/Bullard Avenues	Bullard Canal to Basin	1000', 1200'	36", 42"
Basins <u>NOT</u> Connected to Surface Water Delivery System				
J	Bullard Avenue	Van Ness to Basin	1300'	24"
Z	Kings Canyon/Chestnut/ Montecito	Ventura #13 to Basin	1000'	24", 30", 48"
UU <sub>3</sub>	Dudley Avenue	Victoria East No. 94 to Basin	1000'	24"
AD	Valentine Avenue	"H" Ditch to Basin	2000'	30"
AG	Ashlan Avenue	Viot No. 42 to Basin	1000'	30", 42"
AZ		Central Canal to Basin		
BJ		Viau Ditch to Basin		
BW		Tarpey East to Basin		
EL		Herndon Canal to Basin		
II <sub>1</sub>		Braley Canal to Basin		
UU <sub>2</sub>		S.B. Cole Ditch to Basin		
W		Mill Ditch to Basin		
X				
AJ		Teague #46 to Basin		
AN		Tracy #44 to Basin		
AO		Houghton Canal to Basin		
AW <sub>1</sub>		Fresno Colony Canal to Basin		
BD		Central Canal to Basin		
BF		Central Canal to Basin		
EM		Herndon Canal to Basin		
II <sub>3</sub>				
RR <sub>1</sub>		Dry Creek to Basin		
RR <sub>2</sub>		Dry Creek to Basin		
SS	None	Fresno Colony Canal to Basin		
BV		Tarpey East to Basin		

Basins Connected to Surface Water Delivery System

SCHEDULE OF  
MAXIMUM EXCESS STORAGE AVAILABLE FOR  
RECHARGE OF IRRIGATION WATER IN C.F.S.

NOTIFY FMFCD DISTRICT ENGINEER PRIOR TO  
ANY RECHARGE FILLING OR BASIN WORK

DRAIN- AGE AREA	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
A				4	4	4	4	4	6	6		
K				4	4	4	4	4	6	6		
N				4	4	4	4	4	6	6		
O				5	5	5	5	5	6	6		
P				4	4	4	4	4	6	6		
U			6	2	2	2	2	2	6	6		
CC				1	1	1	1	1	6			
DD				5	5	5	5	5	6	6		
EE			6	5	5	5	5	5	6	6		
FF			6	5	5	5	5	5	6	6		
GG			6	2	2	2	2	2	6	6		
II <sub>2</sub>			6	2	2	2	2	2	6	6		
JJ			6	2	2	2	2	2	6	6		
KK			6	2	2	2	2	2	6	6		
MM			6	4	4	4	4	4	6	6		
OO			6	3	3	3	3	3	6	6		
TT			6	3	3	3	3	3	6	6		
ZZ			6	2	2	2	2	2	6	6		
AB			6	2	2	2	2	2	6	6		
AC			6	2	2	2	2	2	6	6		
AE			6	2	2	2	2	2	6	6		
AF			6	2	2	2	2	2	6	6		
AH			6	2	2	2	2	2	6	6		

Basins Connected to Surface Water Delivery System

SCHEDULE OF  
MAXIMUM EXCESS STORAGE AVAILABLE FOR  
RECHARGE OF IRRIGATION WATER IN C.F.S.

NOTIFY FMFCD DISTRICT ENGINEER PRIOR TO  
ANY RECHARGE FILLING OR BASIN WORK

DRAIN- AGE AREA	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
BO			6	4	4	4	4	4	6	6		
BU			6	2	2	2	2	2	6	6		
CL			6	4	4	4	4	4	6	6		
CM			6	4	4	4	4	4	6	6		
CN			6	4	4	4	4	4	6	6		
CO-2			6	2	2	2	2	2	6	6		
CW			6	4	4	4	4	4	6	6		
CX			6	4	4	4	4	4	6	6		
CY			6	4	4	4	4	4	6	6		
DH			6	4	4	4	4	4	6	6		
EF			6	2	2	2	2	2	6	6		
J			6	4	4	4	4	4	6	6		
Z			6	4	4	4	4	4	6	6		
UU <sub>3</sub>			6	2	2	2	2	2	6	6		
AD			6	4	4	4	4	4	6	6		
AG			6	2	2	2	2	2	6	6		
AZ			6	2	2	2	2	2	6	6		
BJ			6	2	2	2	2	2	6	6		
BW			6	2	2	2	2	2	6	6		
EL			6	4	4	4	4	4	6	6		
II <sub>1</sub>			6	2	2	2	2	2	6	6		
UU <sub>2</sub>			6	4	4	4	4	4	6	6		

**SCHEDULE OF  
MAXIMUM EXCESS STORAGE AVAILABLE FOR  
RECHARGE OF IRRIGATION WATER IN C.F.S.**

**NOTIFY FMFCD DISTRICT ENGINEER PRIOR TO  
ANY RECHARGE FILLING OR BASIN WORK**

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FOR NOTES; SEE PAGE 4 OF EXHIBIT "C"  
EXHIBIT "C"  
(Page 3 of 4 pages)

**SCHEDULE OF  
MAXIMUM EXCESS STORAGE AVAILABLE FOR  
RECHARGE OF IRRIGATION WATER IN C.F.S.**

**NOTIFY FMFCD DISTRICT ENGINEER PRIOR TO  
ANY RECHARGE FILLING OR BASIN WORK**

**NOTES:**

1. Basin serviced by automatic pump system. Quantity of recharge filling to be regulated such that water surface in basin remains 10' below lowest point of ground surface at basin.
2. Basin still under construction. Quantity of recharge filled to be regulated such that water surface in basin remains 5' below lowest point of ground surface of basin.
3. Basins are interconnected with gravity pipeline. May be operated separately or in combination. Notify District of planned operation procedure prior to recharge filling.
4. Basin completed for recharge purposes. Quantity of recharge filling to be regulated such that water surface in basin remains 5' below lowest point of ground surface at basin.
5. Basin completed for recharge purposes. Quantity of recharge filling to be regulated such that water surface in basin remains 10' below lowest point of ground surface at basin.
6. Recharge filling may proceed at a rate no greater than 50% of the april - August rate.
7. Basin purchased but with limited or no development. Quantity of recharge limited to capacity created by excavation project.

Groundwater Recharge Agreement with  
City of Fresno,  
First Amendment dated  
April 8, 2004

**FIRST AMENDMENT TO AGREEMENT  
USE OF BASINS FOR GROUNDWATER RECHARGE**

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290.472  
564 (6)  
1ST AMENDMENT

THIS FIRST AMENDMENT TO Agreement for "Use of Basins for Groundwater Recharge" is made and entered into the 8<sup>th</sup> day of April, 2004, by and between the Fresno Metropolitan Flood Control District, a public corporation, hereinafter referred to as "District," and the City of Fresno, hereinafter referred to as "City."

**WITNESSETH**

WHEREAS, the District and City desire to amend the exhibits of the Agreement for Use of Basin for Groundwater Recharge dated December 23, 1991, (the "Agreement") to include additional basin sites, additional conveyance facilities, and the revised time and amounts for the delivery of water; and

WHEREAS, the maintenance fee for use of the basins has been revised; and

WHEREAS, the City has reorganized, divided, and assigned the groundwater recharge program to the Utilities Department in lieu of the Public Works Department; and

WHEREAS, City desires to conduct recharge experiments within District basins; and

WHEREAS, District is willing to permit experiments pursuant to specific terms, conditions, and locations as identified herein.

**NOW, THEREFORE**, in consideration of the mutual benefits to be derived by each of the parties hereto, it is hereby agreed as follows:

**Revision of Exhibits**

1. Exhibit "A" of the Agreement shall be replaced with the Exhibit "A" attached hereto.
2. Exhibit "B" of the Agreement shall be replaced with the Exhibit "B" attached hereto. Exhibit "B" includes the pipeline facilities that transport recharge water from the point of intertie to the canal system to the point of outfall in the basin, as listed on Exhibit "B" of the original agreement.
3. Exhibit "C" of the Agreement shall be replaced with the attached modified Exhibit "C."

**Revision of Maintenance Fee**

The maintenance fee for recharge as stated in Section 7 of said Agreement, shall be \$2.50 per-acre foot of water delivered for recharge beginning January 1, 2000 (as noticed in letter of July 9, 1999 from District to City) and continuing thereafter until modified pursuant to said Section 7.

**Revision of Maintenance Schedule**

The maintenance schedule, as stated in Section 8 of said Agreement, of District basins used for recharge shall be determined at the sole discretion of the District.

**Revision of City Department**

Wherever the term "Public Works" appears in said Agreement, it shall be replaced by the term "Public Utilities."

### **Use of District Basins for Experimental Recharge**

1. The City may conduct experiments subject to the District's prior written approval as to the conditions, manner and location of such experiments.
2. The City may terminate the use of a basin for recharge experimentation upon a thirty-day written notice to the District.
3. The City shall terminate experiments within and the use of a basin upon written notice from the District. Unless the District has extenuating circumstances that do not allow time for a thirty-day advance notice, the District shall provide a thirty-day written notice to the City.
4. The City shall, upon any termination of the use of a basin for recharge experimentation, whether the City or District initiates the termination, restore the basin to the condition that it was in prior to changes made thereto by the City (Restoration). City and District shall mutually agree to the methodology, scope of work, cost of Restoration work, and period of Notice of Termination. Should the parties be unable to so agree, the Restoration shall be completed as determined by the District in its sole and absolute discretion.
5. The City and District shall mutually agree to a reasonable period of Notice of Termination pursuant to Paragraph No. 4 herein. If the City has not fully completed the basin Restoration within such period, the District may complete the Restoration and the City shall pay the District the cost of the Restoration activities, or uncompleted Restoration activities consistent with the agreed upon amount in Paragraph No. 4 herein, immediately upon receipt of a billing therefore. The District shall provide the City an estimate of the District's

anticipated cost and billing for the Restoration prior to the District proceeding with the Restoration. Should the parties be unable to agree upon the period of Notice of Termination or the amount of the Restoration cost, the period of Notice of Termination and the cost of Restoration shall be solely determined by the District with the District providing documentation of any outside costs for Restoration services.

In all other respects, said Agreement remains unchanged and is full force and effect.

IN WITNESS WHEREOF, this Amendment has been executed by the parties hereto as of 8<sup>th</sup> day of April 2004.

Approved as to Form:  
BAKER MANOCK, AND  
JENSEN  
Attorneys for the Flood  
Control District

FRESNO METROPOLITAN FLOOD  
CONTROL DISTRICT  
5469 East Olive Avenue  
Fresno CA, 93727

By:

J. L. B. Smith

By:

Bob Van Wyk

Bob Van Wyk  
General Manager-Secretary

CITY OF FRESNO  
PUBLIC WORKS DEPARTMENT  
2600 Fresno Street, Room 4016  
Fresno CA, 93721

By:

Paul M. Hudson  
City Attorney

By:

Jon Ruiz

Jon Ruiz  
Public Works Director

*ML*

CITY OF FRESNO  
PUBLIC UTILITIES DEPARTMENT  
2600 Fresno Street, Room 3065  
Fresno CA, 93721

By:

Cindy Brewer Deputy  
City Clerk

By:

Martin McIntyre  
Public Utilities Director

COPPER

INTERNATIONAL

BEHYMER

PERRIN

SHEPHERD

TEAGUE

NEES

ALLUVIAL

HERNDON

SIERRA

BULLARD

BARSTOW

SHAW

GETTYSBURG

ASHLAN

DAKOTA

SHIELDS

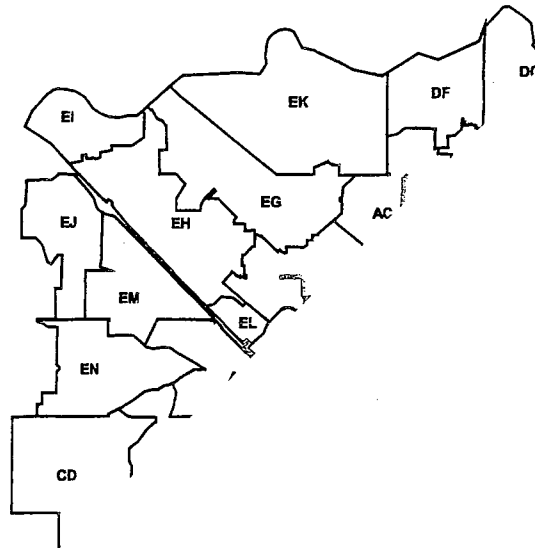
CLINTON

McKINLEY

OLIVE

BELMONT

W



# Fresno Metropolitan Flood Control District

## Schedule of Groundwater Recharge Basins

Drainage Area	Basin Location	Turnout Location	Source of Recharge Water
Basins Connected to the Surface Water Delivery System			
A	Floradora & Maple	North Side of basin	Braly Canal
D	Forkner & Barstow	SWC of Basin J	Basin J
J	Bullard & Forkner	Van Ness and Bullard	E-2 Canal
K	Shaw & Santa Fe	Van Ness and Stuart	E-2 Canal
L	Blackstone & San Jose	Browning and Orchard	Funch Ditch
N	Escalon & Fresno	Escalon & Fresno	Enterprise Holland Colony Canal
O	First & Bullard	Browning and Orchard	Funch Ditch
P	Cedar & Bullard	SEC Basin CM	Helm Canal
R	Chestnut & Shepherd	NEC of basin	Teague Ditch
S	Ashlan & Peach	W/S of basin	Gould Canal
T	Peach-Shields Connector	SWC Basin S	Gould Canal
U	Chestnut & Dakota	SWC Basin S	Gould Canal
W	Minnewawa & Harvey	Olive and Minnewawa	Mill Ditch
Y	Kings Canyon & Adler	Kings Canyon & Adler	Ventura #13
Z	Kings Canyon & Maple	Kings Canyon & Adler	Ventura #13
CC	Clark & Floradora	Clark & Floradora	Dry Creek
DD <sub>2</sub>	Palm & Dakota	Palm and Dakota	Herndon Canal
EE	McKinley & West	McKinley and West	Cole Ditch
EE	McKinley & West	Van Ness and Herndon Canal	Herndon Canal
FF	Kearney & West	Thorne and Oleander	Fanning Ditch
GG	Maple & Florence	California and Chance	Braly Canal
HH	Commerce w/o Maple	North and Golden State	Fresno Colony Canal
II <sub>1</sub>	Grove e/o Fig	San Benito and "B" Street	Braly Canal
II <sub>2</sub>	n/o Church, e/o Orange	California and Orange	Braly Canal
JJ	McKinley btwn 8th & 9th	NEC of basin	Mill Ditch
KK	Elm n/o Annadale	Elm and Fresno Colony Canal	Fresno Colony Canal
LL	Annadale e/o Cherry	SE of Jensen and Fwy 99	Fresno Colony Canal

# Fresno Metropolitan Flood Control District

## Schedule of Groundwater Recharge Basins

Drainage Area	Basin Location	Turnout Location	Source of Recharge Water
MM	Ashlan w/o Hughes	Hughes and Herndon Canal	Herndon Canal
OO	West & Lorena	SEC of basin	Fanning Ditch
RR <sub>1</sub>	Nielson & Teilman	NEC of basin	Dry Creek
TT <sub>1</sub>	Jensen & West	SEC of Basin OO	Fanning Ditch
UU <sub>2</sub>	w/o 99, s/o Pine	Olive and Fwy 99	Cole Ditch
UU <sub>3</sub>	Marks & Dudley	Marks and Houghton Canal	Houghton Canal
XX	Hughes s/o McKinley	Basin EE pump station	Basin EE
ZZ	Dry Creek & Crystal	SEC of basin	Dry Creek
AB	Palo Alto & Marks	Marks and Herndon	Bullard Canal
AC	Escalon & Bullard	Herndon and Brawley	Bullard Canal
AD	Valentine & Escalon: Figarden Loop	Valentine and Magill	E-4 Canal
AE	Barstow & Santa Fe	SEC Marty and Browning	Ditch No. 514
AF	Marty s/o Shaw	NWC of basin	Herndon Canal
AG	Valentine & Ashlan	Ashlan and Feland	Victoria Ditch
AH <sub>2</sub>	Gettysburg & Cornelia	Fwy 99 and Blythe Alignment	Lisenby Ditch
AJ	Ashlan w/o Cornelia	Ashlan and Polk	Teague School Ditch
AK	Dakota & Polk	Basin AJ pump station	Basin AJ
AL	Brawley & Clinton	Shields and Brunswick	Tracy Ditch
AL	Brawley & Clinton	SEC of basin	Victoria West Branch
AO	Belmont & Blythe	S/S of basin	Houghton Canal
AZ	Chestnut & Golden State	SWC of basin	Central Canal
BE	w/o Willow, n/o Cherry	Peach and Central Canal	Fresno Colony Canal
BF	Chestnut & Byrd	SEC of basin	FID/City of Fresno Chestnut Basin
BO	Fowler and Fancher Creek	Fowler n/o Fancher Creek	Eisen Ditch
BU	Clovis, s/o Clinton	Clinton and Sunnyside	Tarpey Ditch East
BV	Fowler, n/o Shields	SEC of basin	Tarpey Ditch East
BW	Clovis & Dakota	Fowler and Dakota	Tarpey Ditch East

# Fresno Metropolitan Flood Control District

## Schedule of Groundwater Recharge Basins

Drainage Area	Basin Location	Turnout Location	Source of Recharge Water
BZ	Cedar and Copper	Chestnut Alignment at Enterprise Canal	Enterprise Canal
CL	Willow & Escalon	SWC of basin	Helm Canal
CM	Cedar & Palo Alto	SEC of basin	Helm Canal
CN	First & Herndon	Herndon and Fir	Enterprise-Holland Colony Canal
CO <sub>2</sub>	Herndon & Maroa	Herndon & Maroa	Bullard Canal
CW	Fresno & Nees	First and Nees	Enterprise Canal
CW	Fresno & Nees	Friant and Fresno	Forkner Ditch
CX	Nees & Millbrook	Omaha and Eighth Street	Enterprise Canal
CY	Alluvial, w/o Cedar	Alluvial and Sierra Vista	Enterprise Canal
CZ	s/o Nees, e/o Chestnut	NEC of basin	Maupin West Branch
CZ	s/o Nees, e/o Chestnut	Herndon and Minnewawa	Helm Colonial Canal
DH <sub>2</sub>	Maroa & Cromwell	Nees and Ingram	Forkner Ditch
EF	Cornelia & Browning	Bullard and Barcus	Bullard Canal
EL	99 & Herndon Canal	SEC of basin	Herndon Canal

### Basins Not Connected to Surface Water Delivery System

X	Willow and Belmont		Uncertain
AA	Blackstone and Holland		Basin L
NN	Church and Valentine		Dry Creek
AN	n/o Olive, e/o Cornelia		Tracy Ditch
AW <sub>2</sub>	North e/o Cherry		Central Canal
BC	Teague and Willow		Maupin Ditch
BDCDB	Hwy 168, s/o Ashlan		Dry Creek
BH	Clovis & Church		Fancher Creek
BJ	n/o Central, e/o Maple	SEC of basin	Central Canal
BK	Clovis, s/o Kings Canyon		Fancher Creek
BS	McKinley and Fowler		Mill Ditch
BT	Nees & Marion		Dry Creek/Clovis Recharge

Fresno Metropolitan Flood Control District  
Schedule of Groundwater Recharge Basins

Drainage Area	Basin Location	Turnout Location	Source of Recharge Water
CF	Peach & Central		Washington Canal
CS	Fruit & North		Washington Canal
CV	Willow & Central		Washington or Basin AZ
DO	Locan and Dakota		Gould Canal
EM	Barstow, w/o Grantland		Herndon Canal

## Exhibit "C"

Many of the Recharge Basins have poles installed with colored marking that identify the water elevation. These poles are marked in one foot (1') increments descending from the highwater level of the basin. A nine-inch wide red band is placed such that the top of the red band equals the highwater level of the Recharge Basin, which is also the top of curb elevation of the lowest drain inlet. The bottom of the red band is the gutter pan elevation of the lowest drain inlet and also the elevation at which water surfaces into the street at the low inlet. The Operation's Engineer of FMFCD will provide FID written notice during the calendar year of each Recharge Basin that is authorized to accept the delivery of surface water and the maximum elevation relative to the pole markings or other elevation reference in the Recharge Basin. The maximum authorized level may vary throughout the year and reference a given distance below the bottom of the red band or other reference. Therefore, the greater the distance below the bottom of the red band or reference point, the lesser the elevation.s

The maximum recharge elevation permitted by the FMFCD will not be less than three feet (3') below the bottom of the red band; however, many basins will be authorized for groundwater recharge only to greater distances below the bottom of the red band due to storage capacity needs in the basin, construction projects in/near the basin, or maintenance activities.

Basins that are not equipped with a recharge pole will be authorized for groundwater recharge with a stake and/or chalk line on the side slope of the basin. The bottom of the stake and/or chalk line represents the maximum permitted recharge level in the basin; however, seasonal capacity needs, construction or maintenance activities may limit authorization to lesser levels.

The availability of Recharge Basins for groundwater recharge purposes is at the sole discretion of the FMFCD.

Groundwater Recharge Agreement with  
City of Fresno,  
Second Amendment dated  
July 13, 2005

AGREEMENT No.

564(6) 2<sup>ND</sup> AMENDMENT

**SECOND AMENDMENT TO AGREEMENT FOR USE OF BASINS FOR  
GROUNDWATER RECHARGE**

(Regarding Basin BS and BH Expansion Areas)

THIS SECOND AMENDMENT TO AGREEMENT is made and entered into this day of 13<sup>th</sup> of July, 2005 by and between the Fresno Metropolitan Flood Control District, a California public corporation created pursuant to the Fresno Metropolitan Flood Control Act, hereinafter referred to as the "District," and the City of Fresno, a municipal corporation, hereinafter referred to as the "City";

WITNESSETH

WHEREAS, the City and the District are parties to a December 23, 1991 Agreement regarding use of District storm water basins for groundwater recharge, as amended on April 8, 2004, hereinafter collectively referred to as the "Agreement," which variously provides for the establishment and maintenance of a community-wide groundwater recharge program including terms and conditions thereof; and

WHEREAS, in pursuit of the Agreement the parties have determined that the District has incurred extraordinary one-time costs ("Extraordinary Costs") relating to (i) a 2.37 acre Basin BS Expansion Area and (ii) a 0.51 acre Basin BH Expansion Area

(collectively there "Expansion Areas"), more fully described and depicted in Attachment "A: hereto incorporated herein; and

WHEREAS, the Expansion Areas are dedicated for and used solely for purposes of City's ground water recharge activities; and

WHEREAS, the Expansion Areas enhance recharge during normal operations by allowing the retention of water in the Basins for percolation purposes as set forth below; and

WHEREAS, the parties have determined that such Extraordinary Costs should be borne by the City and desire that the City reimburse the District on a one-time basis for such Extraordinary Costs utilizing City's allocated and available funds, provided District shall waive and release claims and causes relating to the subject matter of this Amendment No. 2 as set forth below;

NOW, THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual promises herein contained, and for valuable consideration hereby acknowledged, the parties agree that:

1. After District completes construction and excavation of Basin BS, according to the District's approved basin design, and after an intertie between Mill Ditch and Basin BS exists, District shall store in that basin a minimum of 34 acre-feet of water at all times

other than those when District is performing construction or maintenance activities therein.

2. After an intertie between Basin BH and Fancher Creek is constructed, District shall receive from City, and store in Basin BH, water for recharge purposes in volumes and at times determined by District in its sole and absolute discretion, including without limitation, water available during the winter season.

3. The City shall reimburse the District for Extraordinary Costs not to exceed (i) \$53,325.00 as to Basin BS Expansion Area, and (ii) \$33,262.50 as to Basin BH Expansion Area, all due and payable within thirty (30) days following City's acceptance of District's substantiated invoice(s), provided City's payment obligation is limited to allocated and available funds, and further provided that except for payment of this reimbursement nothing herein shall obligate the City's general fund, taxing authority or borrowing capacity. The District shall have no obligation to store water in Basin BH and Basin BS, pursuant to Sections 1 and 2 above, until the City has fully reimbursed the District for the Extraordinary Costs.

4. Following receipt of payments identified in Section 3 herein, the District for itself and its successors and assigns waives and releases all claims and causes relating to the subject matter of this Amendment No.2. The obligations of this section shall survive expiration of termination of the Agreement.

5. Should the District ever reduce the capacity of (i) the Basin BS Expansion Area to less than thirty-four (34) acre-feet of storage, and/or (ii) the Basin BH Expansion Area to less than three (3) acre-feet of storage, or if the District should otherwise dispose of the Expansion Areas or any portion(s) thereof then the District shall immediately refund the City pro rata the Extraordinary Costs reimbursement provided for in Section 3 above, said refund obligation shall not exceed the full amount of the City's total reimbursement. The obligations of this section shall survive expiration or termination of the Agreement.

6. In the event of any conflict between the provisions of this Amendment No. 2 and any Exhibit or Attachment hereto, the provisions of this Amendment No. 2 shall control and take precedence over the provisions of the Exhibit or Attachment. Furthermore, any provisions of any Exhibit or Attachment hereto that purport to modify the allocation of risk between the parties, provided for by this Amendment No. 2, shall be null and void.

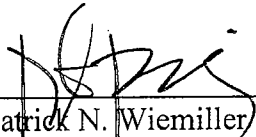
7. All capitalized terms not defined herein shall have the meaning provided in the Agreement.

8. In all other regards, the Agreement shall be of full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 as of  
the day and year of first hereinabove written.

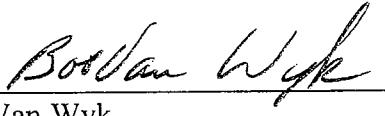
CITY

City of Fresno  
A California Municipal Corporation

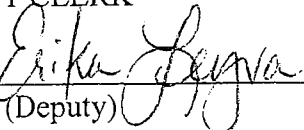
for   
Patrick N. Wiemiller  
Interim Director  
Department of Public Utilities

DISTRICT

Fresno Metropolitan Flood  
Control District, a  
California public corporation

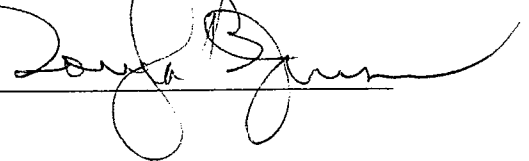
By   
Bob Van Wyk  
General Manager/Secretary

ATTEST  
REBECCA E. KLISCH  
CITY CLERK

By:  8/12/05  
(Deputy)

Form approved:

Baker, Manock & Jensen  
Attorneys for District

By: 

APPROVED AS TO FORM:  
HILDA CANTÚ MONTÓY  
CITY ATTORNEY

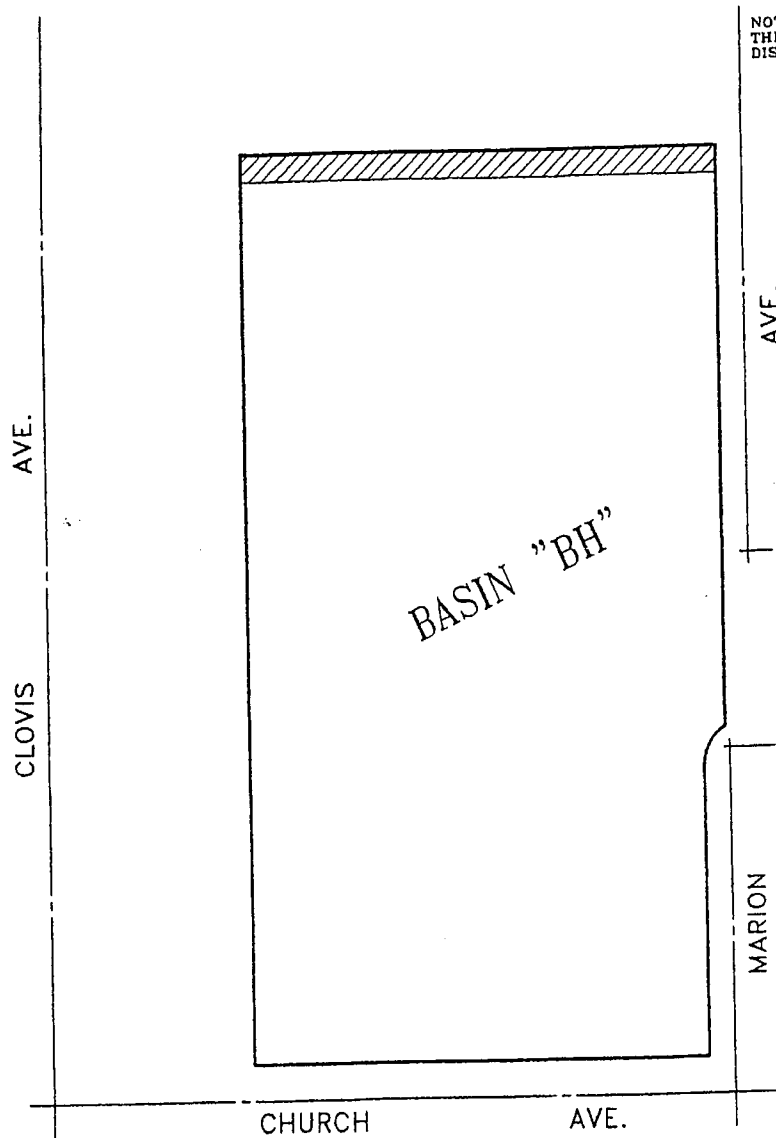
By:   
(Deputy)

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attachment A

ATTACHMENT "A"



NOTE:  
THIS DRAWING IS SCHEMATIC.  
DISTANCES ARE APPROXIMATE.

LEGEND



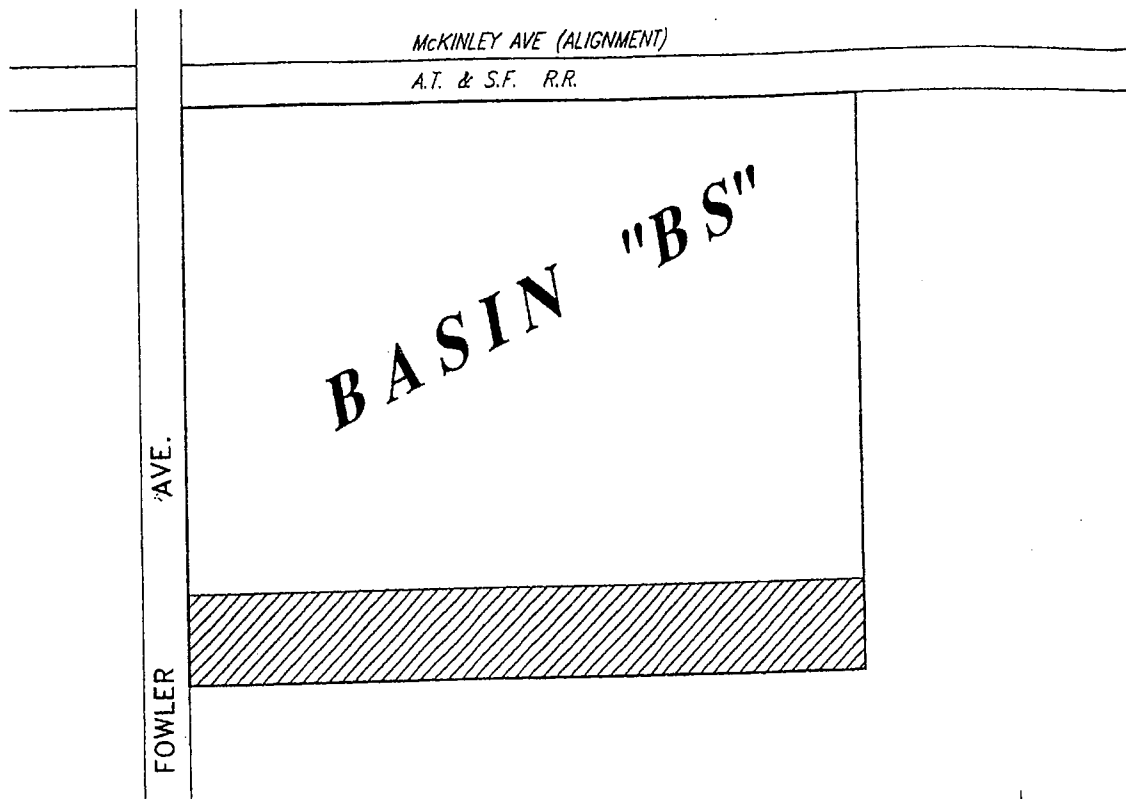
-  TOTAL AREA BASIN "BH" = 16.76 Ac.  
(INCLUDING EXPANSION AREA)
-  BASIN EXPANSION AREA = 0.51 Ac.



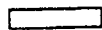
EXHIBIT NO. 1  
FRESNO METROPOLITAN FLOOD CONTROL DISTRICT

BASIN "BH"  
DRAINAGE AREA: "BH"

ATTACHMENT "A"



**LEGEND**

 TOTAL AREA BASIN "BS" = 14.84 Ac.  
(INCLUDING EXPANSION AREA)

 BASIN EXPANSION AREA = 2.37 Ac.

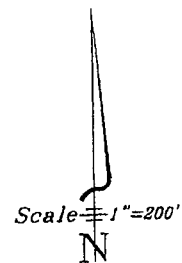


EXHIBIT NO. 1  
FRESNO METROPOLITAN FLOOD CONTROL DISTRICT

BASIN "BS"  
Drainage Area "BS"

11-22-20

Groundwater Recharge Agreement with  
City of Fresno,  
Third Amendment dated  
April 18, 2007

**THIRD AMENDMENT TO AGREEMENT FOR USE OF BASINS FOR  
GROUNDWATER RECHARGE**

THIS AMENDMENT TO AGREEMENTS is made and entered into this 18<sup>th</sup> day of April, 2007, by and between the FRESNO METROPOLITAN FLOOD CONTROL DISTRICT, a public corporation, hereinafter referred to as "FMFCD" and the CITY OF FRESNO, a municipal corporation, hereinafter referred to as "CITY."

WHEREAS, FMFCD and CITY entered into Agreement for Use of Basins for Groundwater Recharge on December 23, 1991, firstly amended on April 8<sup>th</sup>, 2004 and secondly amended on July 13, 2005 (collectively the "Agreement"); and

WHEREAS, FMFCD and CITY desire to amend the exhibits of the Agreement to include Basins "BM" and "CS" in the groundwater recharge program; and

NOW, THEREFORE, in consideration of the mutual benefits to be derived by each of the parties hereto, IT IS HEREBY AGREED as follows:

1. Exhibits "A" and "B" of the Agreement are hereby replaced with the Exhibits "A", Recharge Basins, and Exhibit "B", Canal Turnouts, Intertie Locations, and Basin Locations, attached hereto that include Basins "BM" and "CS".

2. In all other respects, said Agreements shall remain unchanged and of full force and effect.

**IN WITNESSETH WHEREOF**, the parties hereto have executed this Amendment as of the day and year of first hereinabove written.

Fresno Metropolitan Flood  
Control District  
5469 East Olive Avenue  
Fresno, California 93727

BY

  
Bob Van Wyk  
General Manager-Secretary


City of Fresno  
Department of Public Utilities  
2600 Fresno Street, Room 3065  
Fresno CA, 93721

BY

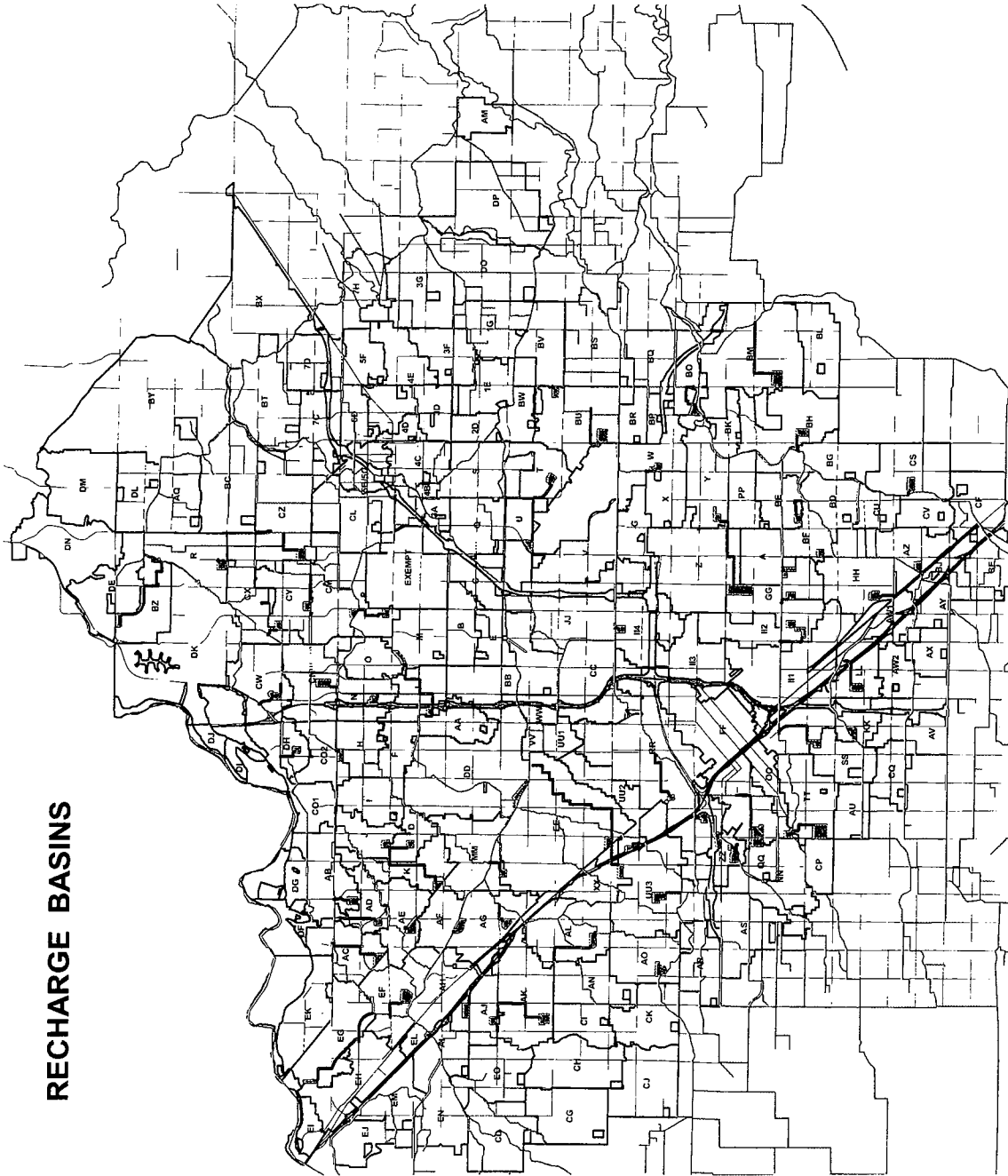
  
Rene Ramirez  
Director of Public Utilities

Approved as to Form:  
CITY ATTORNEY, City of Fresno

BY

  
Robert Coyle, Date: 4-20-07  
Deputy City Attorney

# RECHARGE BASINS

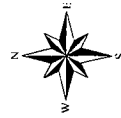


COPPER  
INTERNATIONAL  
BENJAMIN  
PERRIN  
SHEPHERD  
TEAGUE  
NEES  
ALLUVAL  
HERNDON  
SIERRA  
RILLAND  
BARSTON  
SHAW  
GETTYSBURG  
ASHLAN  
DANOTA  
SHIELDS  
CLINTON  
MCKINLEY  
OLIVE  
BELMONT  
NELSON  
WHIT'S BRIDGE  
MADISON  
CALIFORNIA  
CHURCH  
JESSEN  
ANNADALE  
NORTH  
MUSCAI  
CENTRAL  
MALAGA  
AMERICAN

GARFIELD  
GRANTLAND  
BRYAN  
HAYES  
POLK  
CONNELLY  
BLUTH  
BRAVLEY  
VALLENTINE  
MARKS  
HUGHES  
WEST  
FRUIT  
WALNUT  
MARTIN LUTHER KING  
ELM  
CHERRY  
EAST  
ORANGE  
CEDAR  
MAPLE  
CHESTNUT  
WILLOW  
PEACH  
MUNEWAY  
CLOVIS  
SUNNYSIDE  
FOWLER  
ARMSTRONG  
TEMPERANCE  
LOCAN  
DEMOLF  
LEONARD  
KINGLAND  
THORPSON  
MC CALL

## Legend

- DISTRICT STORM DRAIN USED TO CONVEY RECHARGE WATER TO RECHARGE FACILITIES
- RECHARGE BASINS
- WATERWAYS



## EXHIBIT "A"

## Exhibit "B"

### Canal Turnouts, Intertie Locations, and Basin Locations

Drainage Area	Basin Location	Turnout Location	Source of Recharge Water
Basins Connected to the Surface Water Delivery System			
A	Floradora & Maple	North Side of basin	Braly Canal
D	Forkner & Barstow	SWC of Basin J	Basin J
J	Bullard & Forkner	Van Ness and Bullard	E-2 Canal
K	Shaw & Santa Fe	Van Ness and Stuart	E-2 Canal
L	Blackstone & San Jose	Browning and Orchard	Funch Ditch
N	Escalon & Fresno	Escalon & Fresno	Enterprise Holland Colony Canal
O	First & Bullard	Browning and Orchard	Funch Ditch
P	Cedar & Bullard	SEC Basin CM	Helm Canal
R	Chestnut & Shepherd	NEC of basin	Teague Ditch
S	Ashlan & Peach	Westside of basin	Gould Canal
T	Peach-Shields Connector	SWC Basin S	Gould Canal
U	Chestnut & Dakota	SWC Basin S	Gould Canal
W	Minnewawa & Harvey	Olive and Minnewawa	Mill Ditch
Y	Kings Canyon & Adler	Kings Canyon & Adler	Ventura #13
Z	Kings Canyon & Maple	Kings Canyon & Adler	Ventura #13
CC	Clark & Floradora	Clark & Floradora	Dry Creek
DD <sub>2</sub>	Palm & Dakota	Palm and Dakota	Herndon Canal
EE	McKinley & West	McKinley and West	Cole Ditch
EE	McKinley & West	Van Ness and Herndon Canal	Herndon Canal
FF	Kearney & West	Thorne and Oleander	Fanning Ditch
GG	Maple & Florence	California and Chance	Braly Canal
HH	Commerce w/o Maple	North and Golden State	Fresno Colony Canal
II <sub>1</sub>	Grove e/o Fig	San Benito and "B" Street	Braly Canal
II <sub>2</sub>	n/o Church, e/o Orange	California and Orange	Braly Canal
JJ	McKinley btwn 8th & 9th	NEC of basin	Mill Ditch
KK	Elm n/o Annadale	Elm and Fresno Colony Canal	Fresno Colony Canal
LL	Annadale e/o Cherry	SE of Jensen and Fwy 99	Fresno Colony Canal

## Exhibit "B"

### Canal Turnouts, Intertie Locations, and Basin Locations

Drainage Area	Basin Location	Turnout Location	Source of Recharge Water
MM	Ashlan w/o Hughes	Hughes and Herndon Canal	Herndon Canal
OO	West & Lorena	SEC of basin	Fanning Ditch
RR <sub>1</sub>	Nielson & Teilman	NEC of basin	Dry Creek
RR <sub>2</sub>	Belmont Circle	Fulton and La Sierra	Dry Creek
RR <sub>3</sub>	Whitesbridge and West	Eastside of basin	Dry Creek
TT <sub>1</sub>	Jensen & West	SEC of Basin OO	Fanning Ditch
UU <sub>2</sub>	w/o 99, s/o Pine	Olive and Fwy 99	Cole Ditch
UU <sub>3</sub>	Marks & Dudley	Marks and Houghton Canal	Houghton Canal
XX	Hughes s/o McKinley	Basin EE pump station	Basin EE
ZZ	Dry Creek & Crystal	SEC of basin	Dry Creek
AB	Palo Alto & Marks	Marks and Herndon	Bullard Canal
AC	Escalon & Bullard	Herndon and Brawley	Bullard Canal
AD	Valentine & Escalon: Figarden Loop	Valentine and Magill	E-4 Canal
AE	Barstow & Santa Fe	SEC Marty and Browning	Ditch No. 514
AF	Marty s/o Shaw	NWC of basin	Herndon Canal
AG	Valentine & Ashlan	Ashlan and Feland	Victoria Ditch
AH <sub>2</sub>	Gettysburg & Cornelia	Fwy 99 and Blythe Alignment	Lisenby Ditch
AJ	Ashlan w/o Cornelia	Ashlan and Polk	Teague School Ditch
AK	Dakota & Polk	Basin AJ pump station	Basin AJ
AL	Brawley & Clinton	Shields and Brunswick	Tracy Ditch
AL	Brawley & Clinton	SEC of basin	Victoria West Branch
AO	Belmont & Blythe	Southside of basin	Houghton Canal
AZ	Chestnut & Golden State	SWC of basin	Central Canal
BE	w/o Willow, n/o Cherry	Peach and Central Canal	Fresno Colony Canal
BF	Chestnut & Byrd	SEC of basin	FID/City of Fresno Chestnut Basin
BH	Clovis and Church	NWC of basin	Fancher Creek
BM	Fowler and California	Butler e/o Armstrong	Briggs Canal

## Exhibit "B"

### Canal Turnouts, Intertie Locations, and Basin Locations

Drainage Area	Basin Location	Turnout Location	Source of Recharge Water
BO	Fowler and Fancher Creek	Fowler n/o Fancher Creek	Eisen Ditch
BU	Clovis, s/o Clinton	Clinton and Sunnyside	Tarpey Ditch East
BV	Fowler, n/o Shields	SEC of basin	Tarpey Ditch East
BW	Clovis & Dakota	Fowler and Dakota	Tarpey Ditch East
BZ	Cedar and Copper	Chestnut Alignment at Enterprise Canal	Enterprise Canal
CL	Willow & Escalon	SWC of basin	Helm Canal
CM	Cedar & Palo Alto	SEC of basin	Helm Canal
CN	First & Herndon	Herndon and Fir	Enterprise-Holland Colony Canal
CO <sub>2</sub>	Herndon & Maroa	Herndon & Maroa	Bullard Canal
CS	s/o North, w/o Minnewawa	NWC of Basin	Washington Canal
CW	Fresno & Nees	First and Nees	Enterprise Canal
CW	Fresno & Nees	Friant and Fresno	Forkner Ditch
CX	Nees & Millbrook	Omaha and Eighth Street	Enterprise Canal
CY	Alluvial, w/o Cedar	Alluvial and Sierra Vista	Enterprise Canal
CZ	s/o Nees, e/o Chestnut	NEC of basin	Maupin West Branch
CZ	s/o Nees, e/o Chestnut	Herndon and Minnewawa	Helm Colonial Canal
DH <sub>2</sub>	Maroa & Cromwell	Nees and Ingram	Forkner Ditch
EF	Cornelia & Browning	Bullard and Barcus	Bullard Canal
EG	Spruce and Hayes	Dante and Escalon	Bullard Canal
EL	99 & Herndon Canal	SEC of basin	Herndon Canal
1G	Temperence and Gould Canal	SEC of basin	Gould Canal
2D	e/o Clovis s/o Gettysburg	SEC of basin	Gould Canal
3A	Shaw and Helm	NWC of basin	Dry Creek
3D	Sunnyside and Hobblit	Sunnyside Ave.	Clovis South Branch
3D	Sunnyside and Hobblit	Shaw and Cole	Jefferson Canal
3F	Shaw and Laverne	Southside of basin	Dawson Canal
4E	Bullard and Fowler	NEC of basin	Clovis South Branch

## Exhibit "B"

### Canal Turnouts, Intertie Locations, and Basin Locations

Drainage Area	Basin Location	Turnout Location	Source of Recharge Water
5B/5C	Sierra and Hwy 168	Minnewawa Ave.	Dry Creek
5F	Fowler/Escalon	Fowler/Escalon	Clovis South Branch
6D	Sierra e/o Clovis	Sunnyside and Herndon	Clovis West Branch
7C	Alluvial and Clovis	Alluvial e/o Clovis	Dry Creek

#### Basins Not Connected to Surface Water Delivery System

X	Willow and Belmont	Uncertain
AA	Blackstone and Holland	Basin L
NN	Church and Valentine	Dry Creek
SS	Annadale and Walnut	Fresno Colony Canal
AI	Gettysburg and Hayes	Herndon Canal
AN	n/o Olive, e/o Cornelia	Tracy Ditch
AQ	Peach and Perrin	Enterprise Canal
AS/AT	California and Valentine	Uncertain
AW <sub>1</sub>	Orange s/o North	North Central Canal
AW <sub>2</sub>	North e/o Cherry	North Central Canal
AY	n/o Central w/o Cedar	Central Canal
BC	Teague and Willow	Maupin Ditch
BD	s/o Jensen w/o Peach	Uncertain
BDCDB	Hwy 168, s/o Ashlan	Dry Creek
BH	Clovis & Church	Fancher Creek
BJ	n/o Central, e/o Maple	Central Canal
BK	Clovis, s/o Kings Canyon	Fancher Creek
BL	s/o Church w/o Armstrong	Uncertain
BQ	Belmont and Fowler	Eisen Ditch
BS	McKinley and Fowler	Mill Ditch
CF	Peach & Central	Washington Canal
CH	Mckinley and Bryan	Uncertain

# Exhibit "B"

## Canal Turnouts, Intertie Locations, and Basin Locations

Drainage Area	Basin Location	Turnout Location	Source of Recharge Water
CI	McKinley e/o Polk		Tracy Ditch
CK	McKinley and Bryan		Uncertain
CQ	Fruit s/o North		North Central Canal
CU	North e/o Willow		Uncertain
CV	Willow & Central		Washington or Basin AZ
DE	Copper w/o Maple		Uncertain
DG	Scout Island		Uncertain
DI	Bluff Avenue		Uncertain
DK	Friant and Champlain		Enterprise Canal
DL	Minnewawa s/o International		Enterprise Canal
DM	Copper and Minnewawa		Enterprise Canal
DO	Locan and Dakota		Gould Canal
EH	Golden State and Herndon		Uncertain
EI	SJR and Garfield alinmnt.		Uncertain
EJ	Garfield n/o Bullard		Uncertain
EK	SJ River and Santa Fe		Bullard Canal
EM	Barstow, w/o Grantland		Herndon Canal
1E	Ashlan and Stanford		Gould Canal
3G	Barstown and Locan		Enterprise Canal
4B	w/o Villa n/o Barstow		Dry Creek
4D	e/o Clovis n/o Barstow		
7H	Temperance and Sierra		Uncertain